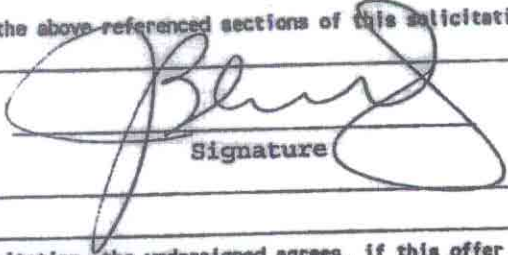
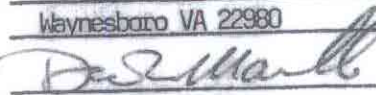
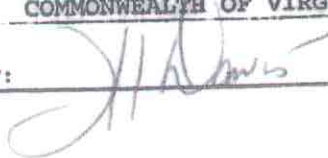


SOLICITATION, OFFER AND AWARD DATA PROCESSING / TELECOMMUNICATIONS				FIN: 54-1246324	
1. Contract No:	2. IFB No:	3. Date Issued:	Date Due:	4. APR	5. Approval No:
VA-030512-NTEL	02-053	Apr 3, 1903	Apr 15, 1903	133	D-125
For Information Call: LaVerne Branch			(804) 371-5992		
6. ISSUING OFFICE:			7. SHIP TO:		
Department of Information Technology Acquisition Services Division 110 S. 7th Street, Lobby Floor Richmond, Va. 23219 ATTN: Bid Section			Dept. of Information Technology ATTN: Stuart L. Thacker 110 South 7th Street 1st. Floor Richmond, VA 23219-3931		
SOLICITATION					
8. Sealed bid(s) for furnishing the Products and Services set forth in the schedule, will be returned to the Issuing Office identified in block 6 above. Please provide an original and 0 copies. If hand carried, deliver to the ASD receptionist located on the Lobby Floor of the address listed in Block 6. Bids must be received prior to 2:00 p.m. local time Apr 15, 1903.					
CAUTION - LATE OFFERS: See Paragraph 3 of the Solicitation Instructions					
This is an advertised solicitation which consists of (1) the schedule of Products and Services, pages 2 thru 13; (2) the solicitation instructions pages S-1 thru S-3; (3) The Contract Terms and Conditions page C-1 thru C-19; and (4) other provisions, representations, certifications or specifications as are attached or incorporated herein by reference.					
Offers will be publicly opened at: 2:10 p.m. local time Apr 15, 1903, in the ASD Conference Room, 110 South 7th Street, Lobby Floor.					
All offers are subject to the terms and conditions set forth in the above referenced sections of this solicitation.					
Doug L. Wilson, Interim Director Acquisition Services			Signature 		
OFFER					
In compliance with the terms and conditions set forth in the solicitation, the undersigned agrees, if this offer is accepted within 90 calendar days from the date of receipt of offers, to furnish any or all items awarded at the prices offered in the schedule, delivered to the address in block 7, within the time specified in the schedule.					
9. CONTRACTOR:			10. BILL TO:		
Company Name: nTelos Network Inc. Address: 401 Spring Ln City, State: Waynesboro VA 22980 Signature:  Name (Typed): David R. Maccanelli Title: Sr. VP & Chief Technology Officer Phone: 540-946-3551			Dept. of Information Technology ATTN: Accounts Payable 110 South 7th Street 3rd Floor Richmond, VA 23219-3931		
AWARD					
11. Accepted as to Item Numbers:			12. Amount:	13. Award Date:	
PRI-FLAT RATE ONLY & Items 57-80			PER ORDER	MAY 12, 2003	
14. Name of Contracting Officer:			15. COMMONWEALTH OF VIRGINIA		PAGES:
Jeff Davis Contracts Manager			By: 		1 of 13

DIT-62A 01/15/91		SCHEDULE		IFB NO. 02-053	Page: 2 of 13	
NAME OF CONTRACTOR			REQUIRED DELIVERY DATE: (RDD) 30 DAYS ARO		INITIALS	
ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTEND PRICE	
1.	<p>Suppliers are invited to submit a bid to furnish Primary Rate Interface Services in accordance with the specification, herein</p> <p>WRITE-IN YOUR 'PER MONTH' FLAT RATE, AND MESSAGE RATE OR BOTH RATES, WHERE OFFERED, FOR THE SERVICES LISTED ON THE PRICING PAGES.</p> <p>INDICATE WHERE PRI SERVICE RATE CHARGES ARE NOT APPLICABLE AND WILL NOT BE CHARGED TO THE COMMONWEALTH OF VIRGINIA BY WRITING IN 'NO CHG.'</p> <p>LIST ANY ADDITIONAL RELATED COSTS OR REQUIREMENTS ASSOCIATED WITH EACH PLAN.</p> <p>TARIFF CHARGE WILL NOT BE PERMITTED</p> <p>THE FOLLOWING ARE THE CODES FOR THE NUMBERS LISTED IN THE 'DIT NOTES' COLUMN ON THE PRICING PAGES:</p> <p>1 = Item not on prior IFB 2 = Message Rate Service not offered by Sprint 3 = Individual numbers pointed to the PRI (Customers may request a few existing numbers be associated with new PRI trunk groups).</p> <p>Some services listed will only be purchased as needed and requested by end-users:</p> <p>Provide documentation for listed FCC/SCC requirement with your bid response.</p> <p>The Commonwealth of Virginia is exempted from E-911 TAX.</p>		ea.			

ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE	DIT NOTES
FLAT RATE PRI SERVICES					
<u>Flat Rate Full Bandwidth - PRI Access</u>					
1	PRI Access Facility, (to include DS-1 to DS-0, DS-1 to Voice, Clear Channel, Extended Superframe, per MONTH (if applicable)	1	Ea.	\$160.00	
2	PRI Access - INSTALLATION Facility (if applicable)	1	Ea.	NO CHG	
<u>Flat Rate Full Bandwidth PRI Interface</u>					
3	Primary Rate Interface, Flat Rate (One-way and DID), Voice, Data, or Voice and Data, per MONTH (if applicable)	1	Ea.	\$240.00	
4	Primary Rate Interface, Flat Rate (One-way and DOD), Voice, Data, or Voice and Data - INSTALLATION, (if applicable)	1	Ea.	NO CHG	
5	Primary Rate Interface, Flat Rate (Two-way DID and DOD), Voice, Data, or Voice and Data per MONTH (if applicable)	1	Ea.	\$240.00	
6	Primary Rate Interface, Flat Rate (Two-way DID and DOD), Voice, Data, or Voice and Data - INSTALLATION, (if applicable)	1	Ea.	NO CHG	
<u>Flat Rate Full Bandwidth PRI - Trunks / Channels</u>					
7	One B-channel, Flat Rate, (One-way and DID), Voice, Data, or Voice and Data, per MONTH (if applicable)	1	Ea.	\$2.00	
8	One B-channel, Flat Rate, (One-way and DID), Voice, Data, or Voice and Data - INSTALLATION (if applicable)	1	Ea.	NO CHG	
9	One B-channel, Flat Rate, (Two-way, DID and DOD), Voice, Data, or Voice and Data, per MONTH (if applicable)	1	Ea.	\$2.00	1
10	One B-channel, Flat Rate, (Two-way DID and DOD), Voice, Data, or Voice and Data - INSTALLATION (if applicable)	1	Ea.	NO CHG	1

11	D-Channel - per MONTH	1	Ea.	NO CHG	
12	D-Channel - INSTALLATION	1	Ea.	NO CHG	
13	Back-up D-Channel - per MONTH	1	Ea.	\$50.00	
14	Back-up D-Channel - INSTALLATION	1	Ea.	NO CHG	
<u>Flat Rate Fractional Bandwidth - PRI Access</u>					
15	PRI Access Facility, (to include DS-1 to DS-0, DS-1 to Voice, Clear Channel, Extended Superframe, per MONTH (if applicable)	1	Ea.	\$160.00	1
16	PRI Access - INSTALLATION Facility (if applicable)	1	Ea.	NO CHG	1
<u>Flat Rate Fractional Bandwidth PRI Interface</u>					
17	Primary Rate Interface, Flat Rate (One-way and DID), Voice, Data, or Voice and Data, per MONTH (if applicable)	1	Ea.	\$240.00	1
18	Primary Rate Interface, Flat Rate (One-way and DID), Voice, Data, or Voice and Data - INSTALLATION, (if applicable)	1	Ea.	NO CHG	1
19	Primary Rate Interface, Flat Rate (Two-way DID and DOD), Voice, Data, or Voice and Data per MONTH (if applicable)	1	Ea.	\$240.00	1
20	Primary Rate Interface, Flat Rate (Two-way DID and DOD), Voice, Data, or Voice and Data - INSTALLATION, (if applicable)	1	Ea.	NO CHG	1
<u>Flat Rate Fractional Bandwidth PRI - Trunks / Channels</u>					
21	One B-channel, Flat Rate, (One-way and DID), Voice, Data, or Voice and Data, per MONTH (if applicable)	1	Ea.	\$2.00	1
22	One B-channel, Flat Rate, (One-way and DID), Voice, Data, or Voice and Data - INSTALLATION (if applicable)	1	Ea.	NO CHG	1
23	One B-channel, Flat Rate, (Two-way DID and DOD), Voice, Data, or Voice and Data, per MONTH (if applicable)	1	Ea.	\$2.00	1
24	One B-channel, Flat Rate, (Two-way DID	1	Ea.	NO CHG	1

	and DOD), Voice, Data, or Voice and Data - INSTALLATION (if applicable)				
25	D-Channel - per MONTH	1	Ea.	NO CHG	1
26	D-Channel - INSTALLATION	1	Ea.	NO CHG	1
27	Back-up D-Channel - per MONTH	1	Ea.	\$50.00	1
28	Back-up D-Channel - INSTALLATION	1	Ea.	NO CHG	1

MESSAGE RATE PRI SERVICESMessage Rate Full Bandwidth - PRI Access

29	PRI Access Facility, (to include DS-1 to DS-0, DS-1 to Voice, Clear Channel, Extended Superframe, per MONTH (if applicable)	1	Ea.	NO BID	2
30	PRI Access - INSTALLATION Facility (if applicable)	1	Ea.	NO BID	2

Message Rate Full Bandwidth PRI Interface

31	Primary Rate Interface, Message Rate (One-way and DID), Voice, Data, or Voice and Data, per MONTH (if applicable)	1	Ea.	NO BID	2
32	Primary Rate Interface, Message Rate (One-way and DID), Voice, Data, or Voice and Data - INSTALLATION, (if applicable)	1	Ea.	NO BID	2
33	Primary Rate Interface, Message Rate (Two-way, DID and DOD), Voice, Data, or Voice and Data per MONTH (if applicable)	1	Ea.	NO BID	2
34	Primary Rate Interface, Message Rate (Two-way DID and DOD), Voice, Data, or Voice and Data - INSTALLATION, (if applicable)	1	Ea.	NO BID	2

Message Rate Full Bandwidth PRI - Trunks / Channels

35	One B-channel, Message Rate, (One-way and DID), Voice, Data, or Voice and Data, per MONTH (if applicable)	1	Ea.	NO BID	2
36	One B-channel, Message Rate, (One-way and DID), Voice, Data, or Voice and Data - INSTALLATION (if applicable)	1	Ea.	NO BID	2
37	One B-channel, Message Rate, (Two-way	1	Ea.	NO BID	

	DID and DOD), Voice, Data, or Voice and Data, per MONTH (if applicable)				
38	One B-channel, Message Rate, (Two-way DID and DOD), Voice, Data, or Voice and Data - INSTALLATION (if applicable)	1	Ea.	NO BID	2
39	D-Channel - per MONTH	1	Ea.	NO BID	2
40	D-Channel - INSTALLATION	1	Ea.	NO BID	2
41	Back-up D-Channel - per MONTH	1	Ea.	NO BID	2
42	Back-up D-Channel - INSTALLATION	1	Ea.	NO BID	2
<u>Message Rate Fractional Bandwidth - PRI Access</u>					
43	PRI Access Facility, (to include DS-1 to DS-0, DS-1 to Voice, Clear Channel, Extended Superframe, per MONTH (if applicable)	1	Ea.	NO BID	2
44	PRI Access - INSTALLATION Facility (if applicable)	1	Ea.	NO BID	2
<u>Message Rate Fractional Bandwidth PRI Interface</u>					
45	Primary Rate Interface, Message Rate (One-way and DID), Voice, Data, or Voice and Data, per MONTH (if applicable)	1	Ea.	NO BID	2
46	Primary Rate Interface, Message Rate (One-way and DOD), Voice, Data, or Voice and Data - INSTALLATION, (if applicable)	1	Ea.	NO BID	2
47	Primary Rate Interface, Message Rate (Two-way DID and DOD), Voice, Data, or Voice and Data per MONTH (if applicable)	1	Ea.	NO BID	2
48	Primary Rate Interface, Message Rate (Two-way DID and DOD), Voice, Data, or Voice and Data - INSTALLATION, (if applicable)	1	Ea.	NO BID	2
<u>Message Rate Fractional Bandwidth PRI - Trunks / Channels</u>					
49	One B-channel, Message Rate, (One-way and DID), Voice, Data, or Voice and Data, per MONTH (if applicable)	1	Ea.	NO BID	2
50	One B-channel, Message Rate, (One-way and DID), Voice, Data, or Voice and Data - INSTALLATION (if	1	Ea.	NO BID	2

	applicable)				
51	One B-channel, Message Rate, (Two-way DID and DOD), Voice, Data, or Voice and Data, per MONTH (if applicable)	1	Ea.	NO BID	2
52	One B-channel, Message Rate, (Two-way DID and DOD), Voice, Data, or Voice and Data - INSTALLATION (if applicable)	1	Ea.	NO BID	2
53	D-Channel - per MONTH	1	Ea.	NO BID	2
54	D-Channel - INSTALLATION	1	Ea.	NO BID	2
55	Back-up D-Channel - per MONTH	1	Ea.	NO BID	2
56	Back-up D-Channel - INSTALLATION	1	Ea.	NO BID	2
<u>DID Options for PRI Channels</u>					
57	DID option per trunk - per MONTH (if applicable)	1	Ea.	NO CHG	
58	DID trunk option, each trunk - INSTALLATION (if applicable)	1	Ea.	NO CHG	
59	DID option per PRI - per MONTH (if applicable)	1	Ea.	NO CHG	
60	DID trunk option, each PRI - INSTALLATION (if applicable)	1	Ea.	NO CHG	
61	DID Numbers (1st block of 20) - per MONTH (if applicable)	1	Ea.	\$10.00	
62	DID Numbers (1st block of 20) - INSTALLATION (if applicable)	1	Ea.	NO CHG	
63	DID Numbers (Additional blocks of 20) per MONTH	1	Ea.	\$10.00	
64	DID Numbers (Additional blocks of 20) INSTALLATION (if applicable)	1	Ea.	NO CHG	
<u>Options for PRI Channels</u>					
65	Call-By-Call Feature, per PRI, per MONTH (if applicable)	1	Ea.	NO CHG	
66	Call-By-Call Feature, per PRI INSTALLATION (if applicable)	1	Ea.	NO CHG	

67	Caller ID, per PRI, per MONTH (if applicable)	1	Ea.	NO CHG	
68	Caller ID, per PRI INSTALLATION (if applicable)	1	Ea.	NO CHG	
69	Caller ID with Name, per PRI, per MONTH (if applicable)	1	Ea.	\$50.00	
70	Caller ID with Name, INSTALLATION per PRI (if applicable)	1	Ea.	NO CHG	
71	Caller ID and Call-by Call, per PRI, per MONTH (if applicable)	1	Ea.	NO CHG	
72	Call-By-Call and Caller ID, per PRI INSTALLATION (if applicable)	1	Ea.	NO CHG	
73	Call-By-Call and Caller ID w/Name, per PRI, per MONTH (if applicable)	1	Ea.	\$50.00	
74	Call-By-Call and Caller ID w/Name, per PRI, INSTALLATION (if applicable)	1	Ea.	NO CHG	
75	Individual Additional Telephone Numbers, per number, per MONTH (if applicable)	1	Ea.	NO CHG	3
76	Individual Additional Telephone Numbers, per number, INSTALLATION (if applicable)	1	Ea.	NO CHG	3
77	Circuit Switched Data Usage, per B channel, per minute (if applicable)	1	Ea.	NO CHG	
78	Circuit Switched Data Usage, per B channel, Flat Rate, per MONTH (if applicable)	1	Ea.	NO CHG	
79	Circuit Switched Data Usage, per PRI, Flat Rate, per MONTH (if applicable)	1	Ea.	NO CHG	
Moves, Adds and Changes					
80	Trunk Change Charge, add/change to existing trunk group, or add a new trunk group, per occasion, (if applicable)	1	Ea.	\$65.00	
Other Misc. Charges Federal Subscriber Line Charge \$32.50 Plus applicable USF fees					

DIT-62A	SCHEDULE	IFB NO.	Page:
01/15/91		02-053	9 of 13
NAME OF CONTRACTOR		REQUIRED DELIVERY DATE: (RDD) 30 DAYS ARO	INITIALS

I. PURPOSE

The purpose of this "REVISED" invitation For Bids (IFB) is to establish a two-year contract, with 3 successive one-year options to renew, with one or more qualified suppliers, to provide Primary Rate Interface (PRI) Services to

Commonwealth of Virginia (COVA) state agencies, institutions and other public bodies, as defined in Section 2.2-4301 of the Virginia Public Procurement Act (VPPA), hereinafter referred to as "Authorized Users", initially in the Lexington, Virginia area. The Department of Information Technology (DIT) will order services from the contractor on behalf of Authorized Users.

II. BACKGROUND

The existing environment consists of individual business lines. The awarded contract(s) will initially service the Lexington Virginia 540 Area only as defined by the following exchanges: 458, 460, 461, 462, 463, 464, 570, 817.

The Commonwealth, at its sole discretion, within the terms of the awarded contract(s), may provide PRI service by the awarded Contractor(s), to additional Authorized Users, under the Terms and Conditions of the awarded contract(s).

III. SCOPE OF WORK/DESCRIPTION OF SERVICE

Integrated Services Digital Network (ISDN) Service is a Digital Transmission facility, having 24 channels.

The contractor(s) shall furnish all labor, supervision, equipment, tools, parts, and materials necessary to provide Integrated Services Digital Network (ISDN) PRI Service, at the flat rate and/or the message rate, as bid and awarded, based on charges listed on the bid Pricing Schedule. The PRI service provided shall be in accordance with the following specifications:

A. GENERAL DESCRIPTIONS

The Contractor(s) shall provide PRI service in 23B+D, 24B, and 23B+ back-up D configurations.

The ISDN PRI shall deliver circuit switched voice, circuit switched and packet data and circuit switched video over a single facility.

The PRI service shall comply with National ISDN - 2 or any superseding standards in place at the time of the contract award.

B. PRI SERVICE INTERFACE AND PERFORMANCE

The PRI access facility will comply with Bellcore Technical Publication TR 000054. The Network Interface will be a DS-1, 4 wire electrical interface. Performance will be better than 99.9% over a 24-hour period. The T-1 CSU/DSU if required, will be supplied by Authorized Users.

DIT-62A	SCHEDULE	IFB NO.	Page:
01/15/91		02-053	10 of 13
NAME OF CONTRACTOR		REQUIRED DELIVERY DATE:	INITIALS
		(RDD) 30 DAYS ARO	

C. REQUIRED SERVICE ELEMENTS

1. Terminology

- a. B Channel: Each B channel must provide 64 Kbps of bandwidth that may be used for any combination of circuit switched voice, circuit switched data or packet switched data transmission.
- b. D Channel: Each D channel must provide 64 Kbps of bandwidth. The D channel carries the signaling and control information for the B channels. The D channel bandwidth is not available for agency use.
- c. Primary Rate Access Facility: The PRI must provide the transmission facility at a speed of 1.544 Mbps. This is a T-1 (DS-1) facility conditioned for PRI.
- d. A PRI Access Facility usually consists of a point-to-point T-1 circuit, one end is terminated at the Authorized User location. The other end is terminated in the vendor's serving wire center.
- e. PRI Arrangement: The PRI arrangement must consist of 24 channels. The first PRI in group of PRI's must have 23 "B" channels and one "D" channel.
- f. 23B + D Channel Configuration: All PRI arrangements must have at least one PRI configured for 23 "B" channels and one "D" channel. The 23 "B" channels provide 64Kbps paths for the transfer of Agency information. The "D" channel is used for signaling and control functions.
- g. 24B + 0D Channel Configuration: Where available and requested, a single "D" channel can support multiple PRI arrangements. The additional PRI facilities can then be configured for 24B+0D.
- h. 23B + Back up D Channel Configuration: Where available and requested, a back up D channel must be provided to automatically take over for the failed D channel. If the "D" channel on the first PRI fails, the signaling automatically switches to the "D" channel on the back up 23B+D arrangement.
- i. Dedicated "B" Channel Configuration: Services such as 2-way, DOD, DID, WATS, 800 can be directly assigned to specific "B" channels.
- j. Call-by Call Service: "B" channels may be configured to access multiple services on a per call basis. The Authorized Users's equipment (PBX, VRU, ACD, Centrex, etc.) signals the vendor's switching equipment as to what type of service to access for each call. Incoming and outgoing Trunk Groups must be able to be selected from the combined Trunk Group on a Call-by-Call basis based on traffic demand. Required T-1 CSU/DSU to be supplied by Authorized Users.

DIT-62A	SCHEDULE	IFB NO.	Page:
01/15/91		02-053	11 of 13
NAME OF CONTRACTOR		REQUIRED DELIVERY DATE:	INITIALS
		(RDD) 30 DAYS ARO	

k. Caller ID: This feature will provide the Authorized Users access to the directory number of the calling party. The Caller ID feature will have the capability to transmit the calling line information to the customer's switch, router, bridge or data communications equipment and receive calling line identification from the Authorized User's switch.

L. Caller ID with Name Delivery: This feature will provide Authorized Users access to the directory number and the name of the calling party. The Caller ID feature will have the capability to transmit the calling line information to the Authorized User's switch, router, bridge or data communications equipment and receive calling line identification from the Authorized User's switch.

D. PRI TRUNK GROUP:

Types of Trunk Groups:

- Incoming
- Outgoing
- Two-Way
- 800 Trunk Group
- Call-by-Call Service Trunk Group

E. Trunking

1. Direct Out-Dial Trunks (DOD): DOD trunks provide the ability to dial directly from an extension without going through an operator.

2. Two-Way Trunks: The two-way trunks must have the ability to handle incoming and outgoing traffic. The trunk can be seized from either end.

3. Direct Inward Dialing Trunks (DID or DNIS): DID trunks allow outside calls to directly connect to DID compatible Authorized User provided equipment (CPE) without having to pass through an operator. The DID trunks must be able to send the specified number of digits to the CPE.

4. Flat Rate Option: This option establishes a fixed, non usage sensitive rate for a facility, regardless of the quantity of calls or the length of the calls.

5. Message Rate Option: This option establishes a per call rate for a facility, regardless of the length of the calls.

DIT-62A	SCHEDULE	IFB NO.	Page:
01/15/91		02-053	12 of 13
NAME OF CONTRACTOR	REQUIRED DELIVERY DATE:	INITIALS	
	(RDD) 30 DAYS ARO		

IV. BIDDING INSTRUCTIONS

1. This agency does not discriminate against faith-based organizations.
2. Bid response via E-mail and Facsimile will not be accepted.
3. DIT/ASD maintains a web site at <http://asd.state.va.us> making current solicitations, and IFB or RFP changes and amendments readily available to vendors. Venders should check the DIT/ASD web site regularly, and prior to submitting a bid. Bid award notice will also be posted to this web site.
4. All Bidders submitting bids must be registered with DIT and/or eVA forms are available from the Issuing Office, the DIT web site at www.dit.state.va.us or www.eVA.state.va.us and by calling 804 371-5900. The completed form should be received no later than the bid due date and hour in order for a bid to be accepted. A CONTRACT WILL NOT BE AWARDED TO BIDDERS NOT REGISTERED WITH DIT and eVA.
5. 'NO-bids' are neither required nor desired.
6. The Commonwealth of Virginia is in the process of implementing an electronic Virginia procurement system (eVa) that will centralize and automate the processing of purchase orders for products and services. Participants in eVA are required to register with the Department of General Services (DGS) as an eVA vendors and may register at Internet site www.eVA.state.va.us eVA Participation requires at a minimum, a yearly subscription payment. Vendors submitting a bid for PIR Services are not required, but are encouraged to aggressively pursue registration with DGS for eVa.
7. Bids not received at the specified address by the stated date and hour are automatically disqualified and will not be considered. The official time is the time on the clock in the DIT/ASD bid receiving office at 110 S. 10th. Street Richmond, Virginia 23219.
8. Bidder's Federal Identification Number (FIN) should be placed in the appropriate box, at the top of Page 1 of this solicitation. Failure to provide this FIN number may result in a bid being ruled non-responsive.
9. Oral and telephonic inquiries, status or result requests concerning this IFB will not be accepted nor responses given. All inquiries must be submitted electronically or in writing no later than 5:00 p.m five days prior to the bid due date and hour, as follows:

Electronic Inquiry - To: lbranch@dit.state.va.us
Subject: Questions on IFB # 02-040
Mailed/Fax Inquiries - Re: Questions on IFB # 02-046
Attention: LaVerne Branch
110 S. 7th St. Richmond, VA. 23219
Fax: 804 371-5969

DIT-62A	SCHEDULE	IFB NO.	Page:
01/15/91		02-053	13 of 13
NAME OF CONTRACTOR	REQUIRED DELIVERY DATE:	INITIALS	
	(RDD) 30 DAYS ARO		

Bid Result Request - Submit self-addressed, stamped envelope with your bid .

10. Written response to questions, deemed by DIT, in its sole discretion, to have the possibility of causing variation of a bid due to requirement ambiguity in the issued IFB, will be posted on the DIT web site. Only answers posted on DIT website will be honored by the Commonwealth.
11. The Terms and Conditions for the solicitation are attached to this document. Vendors should read and understand them prior to submitting their bid.
12. Any contract document signed on behalf of the Commonwealth, by persons other than the DIT Contracts Manager, shall not be valid or executed.

V. BID EVALUATION AND AWARD PROCEDURE:

It is DIT's "REVISED" intent to make lot awards, based on the lowest total one-year cost for each rate lot of service using hypothetical Service scenarios, made up from the services listed in the Pricing Schedule, at Flat Rates and at Message Rates, for example:

- [A] Total 12-month cost for all Message Rates scenarios
 - + Total one-time charge for all Message Rate services
 - + Other related charges
 - = Grand Sum One-year Total
- [B] Total 12-month cost for all Flat Rates scenarios
 - + Total one-time charge for all Flat Rate services
 - + Other related charges
 - = Grand Sum One-Year Total

SOLICITATION INSTRUCTIONS

REV 03/01/02

1. EXPLANATION TO VENDORS

Any explanation desired by a vendor regarding this solicitation/invitation for bid must be requested in writing and with sufficient time allowed for a reply to reach the vendor before the submission of their bids. PRIOR TO SUBMISSION OF A BID, VENDORS ARE REQUIRED TO READ THESE INSTRUCTIONS, REVIEW THE SCHEDULE, READ ALL TERMS AND CONDITIONS AND CHECK THE ACQUISITION SERVICE DIVISION'S (ASD'S) WEB PAGE AT ([HTTP://ASD.STATE.VA.US](http://ASD.STATE.VA.US)) FOR ANY AMENDMENTS OR CHANGES. THIS SOLICITATION IS SUBJECT TO THE PROVISIONS OF THE COMMONWEALTH OF VIRGINIA VENDOR'S MANUAL WHICH WAS REVISED IN DECEMBER 1998 AND ANY REVISIONS THERETO, WHICH ARE HEREBY INCORPORATED INTO THIS CONTRACT IN THEIR ENTIRETY. A copy of the manual is available for review at the purchasing office, and can be obtained by calling the Division of Purchases and Supply (804) 786-3842, or by accessing the Department of General Services (DGS), Division of Purchases and Supply (DPS) Internet Home Page (www.dgs.state.va.us/dps). Any interpretation required by the State will be in the form of an amendment to the solicitation; SEE PARAGRAPH 11 BELOW. Oral explanations or instructions given before the award of the contract will not be binding. In any conflict arising between this solicitation and the Vendors' Manual, this solicitation shall prevail.

2. PREPARATION OF SOLICITATION

- A. Bids shall be submitted on the forms furnished, and must bear an original signature by an individual authorized to bind the company submitting the bid. If erasures or other changes appear on the form, each erasure or change must be initialed by the person signing the bid. Telegraphic or facsimile bids will not be considered. Vendors may not submit multiple bids in a single envelope.
- B. Vendors are required to enter their Federal Identification Number [FIN] in the upper right hand corner on Page 1, DIT Form 62. This number must correspond with the FIN number shown on Page 1 of the DIT Vendor Application For Registration Form submitted by a principal or officer of the firm submitting the bid. Failure to enter a number in the space provided or to provide a correct FIN number may delay award or result in DIT determining that the vendor is not registered to conduct business with DIT. It is the vendor's responsibility to provide the correct FIN number and to keep DIT updated as to any changes in vendor's status.
- C. The bid form may provide for submission of a price or prices for one or more items. All prices shall be entered in the schedule; DIT Form 62A or 62B. Where the bid form explicitly requires that the vendor bid on all items (e.g., an all or none requirement), failure to do so will disqualify the bid. When submission of a price on all items is not required, vendor should insert the words "no bid" in the space provided for any item on which no price is submitted.
- D. Additional bids may be submitted, when in the vendor's judgment they can provide more than one solution which meets the required specifications of the procurement. Additional bids shall be submitted on either a duplicate copy of the bid document or on plain paper and shall be clearly identified with the words "ADDITIONAL BID" written or printed on the face of each additional bid. Additional bids shall not be considered unless detailed specifications or descriptions sufficient to establish quality, utility and merit accompany the bid.

VENDORS SUBMITTING ADDITIONAL BIDS ARE REMINDED THAT THE TERMS AND CONDITIONS WHICH APPLY TO THE ORIGINAL BID SHALL ALSO APPLY TO THE ADDITIONAL BID AND ANY MODIFICATION TO TERMS AND CONDITIONS OF A SOLICITATION OR THE ADDITION OF RESTRICTIVE PROVISIONS BY A BIDDER SHALL BE CAUSE FOR REJECTION OF THE BID.

- E. Modification of bids already submitted will be considered if received at the office designated in the invitation for bids before the time set for opening of bids.

3. SUBMISSION OF BIDS

TO BE CONSIDERED, THE BID MUST BE RECEIVED AT THE ADDRESS GIVEN IN BLOCK #6 OF THE SOLICITATION ON OR BEFORE THE DATE AND HOUR DESIGNATED. Vendors must pay particular attention to ensure that the bid is properly addressed. The State is not responsible if the bid is not properly addressed. The State is not responsible if the bid does not reach the destination specified by the date and time identified in block #8 page 1 of the Bid. Sealed bids received after the date and hour identified in block #8 are automatically disqualified, and will not be considered. All bids must be sealed, marked and addressed, to the address shown in block #6 of the Solicitation, and marked on the outside of the vendor's envelope as in the example below. Failure to do so may result in a premature opening of, or a failure to open, the bid.

From: Name of Vendor
Street or Box Number
City, State, Zip Code
Due Date Time
IFB No.

4. SPECIFICATIONS AND USE OF BRAND NAMES

Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bids to the specific brand, make or manufacturer named. Any item which the State at its sole discretion determines to be the equal of that specified as defined in the Schedule, will be accepted. The award will be made to the lowest responsive and responsible bidder or offeror offering the functional equivalent to the brand name described in the specification. Thus, equivalent products of other manufacturers will be considered only if proof of equivalency is contained in or accompanies the bid.

5. LATE BIDS, MODIFICATIONS OF BIDS OR WITHDRAWALS OF BIDS

- A. Any bids received at the office designated in block #6 of the Solicitation after the exact time specified for receipt will not be considered for award. (See Paragraph 4.10 of the Vendor's Manual for further discussion.)
- B. A bid may be amended and/or withdrawn by a vendor if the office issuing the bid receives the request in writing before the date and hour set forth in the bid form. The request must be signed by a person authorized to represent the person or firm that submitted the bid. Submission of a subsequent bid shall normally constitute the withdrawal of any prior bid submitted by the same bidder or offeror on the same IFB.

6. PUBLIC OPENING OF BIDS

Bids will be publicly opened at the time and date specified on page 1 of the Solicitation document. The content of these solicitations will be made public in accordance with Paragraphs 1.9 and 2.4 of the Vendor's Manual. Bids will not normally be evaluated at the bid opening meeting. All bids will be opened at the location shown on page 1 of the solicitation.

7. SOLICITATION TERMS AND CONDITIONS

The terms and conditions contained in this solicitation are considered mandatory and are the only terms and conditions governing transactions under any contract awarded as a result of this solicitation.

If the vendor includes additional terms and conditions on pre-printed marketing sheets, pre-printed catalogues, or other pre-printed materials, then it is understood that those terms and conditions are of no consequence to any resulting contract.

Any other modification, addition, clarification, or change to the mandatory terms and conditions by the vendor shall cause the bid to be rejected.

8. AWARD OF CONTRACT

Bids shall be evaluated and the responsive and responsible bidder offering the lowest price will be awarded the Contract. The State reserves the right to reject any and all bids in whole or in part and to waive any informality in the bids.

9. AWARD NOTICES

Upon the completion of evaluation, the State will either post a NOTICE OF AWARD (NOA) or a NOTICE OF INTENT TO AWARD (NOITA). If a NOITA is used, the notice will be publicly posted ten days prior to the actual award date of the contract. All award notices will be posted on ASD's Web Page ([HTTP://ASD.STATE.VA.US](http://ASD.STATE.VA.US)) and posted in ASD's lobby in written format.

A NOTICE OF INTENT TO AWARD OR A NOTICE OF AWARD will be mailed to any bidder submitting a self-addressed, stamped envelope with their bid.

NOTICES OF INTENT TO AWARD OR NOTICES OF AWARD will be posted in accordance with paragraph 6.3 of the Vendor's Manual.

TELEPHONIC REQUESTS FOR BID RESULTS WILL NOT BE HONORED.

10. FAILURE TO DELIVER

Failure to comply with the terms and conditions of the IFB or to deliver equipment, software or services identified in the solicitation at the price quoted may result in cancellation or rescission of the award/contract by the Commonwealth and may subject the Contractor to removal from DIT's Vendor Registration file and ruled ineligible to participate in DIT's (and other agencies and institutions information technology) procurements for a period of 12 months.

11. AMENDMENT OF SOLICITATION

Any amendment or change to this solicitation will be issued in writing and will identify the changes to be made in the bid. All amendments will be posted to the ASD's Web page at (<http://asd.state.va.us>) and posted in ASD's lobby in written format.

If the bid opening date is extended the new date and time will be clearly shown on the face of the amendment.

Bidders will be required to sign and return a copy of the amendment with their bid to indicate that they have received the document and are aware of the changes made.

12. ANTI-COLLUSION CERTIFICATION

By Bidder's signature on the face of this bid, Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same equipment, software, or services, and is in all respects fair and without collusion or fraud. Vendor understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that he or she is authorized to sign this bid for the bidder's firm.

13. DEMONSTRATIONS

The State reserves the right to require the Bidder to demonstrate to the satisfaction of the State, that the products offered will perform in a completely acceptable manner and to meet or exceed the specifications referenced in the solicitation. The demonstration site and time is subject to agreement between the State and Bidder. A Bidder refusing to demonstrate his products bid after determination that he is the apparent low responsive and responsible bidder may be removed from DIT's vendor registration file and ruled ineligible to participate in DIT's (and other agencies and institutions information technology) procurements for a period of 12 months.

14. PROTESTS OF AWARDS

All protests of awards shall be conducted in accordance with Chapter 9 of the Vendors Manual.

15. VENDOR REGISTRATION

AN AWARD WILL NOT BE MADE TO ANY BIDDER NOT REGISTERED WITH THE DEPARTMENT OF INFORMATION TECHNOLOGY (DIT). A completed registration form must be on file or received by DIT (Acquisition Services Division) not later than the award date. Call (804) 371-5900 to request a registration form.

16. CONTRACT

Any contract which is awarded as a result of this solicitation, offer and award shall be between DIT and the Contractor. No other agency, institution or public body may negotiate in any way with the vendor concerning the items identified in the schedule or any terms and conditions of the contract. All problems associated with the resulting contract shall be brought to the attention of the Contracts Manager, DIT.

Specifications - Any comments or questions concerning the specifications, terms and conditions or any note contained in this solicitation shall be submitted, in writing to the issuing office (See Block #6 DIT Form #62) at least ten (10) days prior to the closing date.

17. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder must invoke the protections of Code of Virginia, Section 2.2-4342, prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire bid document, line item prices and/or total bid prices as proprietary or trade secrets is not acceptable and will result in rejection of the bid.

**CONTRACTUAL TERMS AND CONDITIONS
INVITATION FOR BID (IFB) #02-052**

1. SCOPE OF CONTRACT

The following paragraphs contain the Contractual terms and conditions by which the Commonwealth of Virginia, hereinafter referred to as "Commonwealth" or "State" or "DIT" (the Department of Information Technology), will acquire Primary Rate Interface (PRI) Services, hereinafter referred to as "Services" on behalf of all State agencies, institutions and other public bodies, as defined in §2.2-4301 of the Virginia Public Procurement Act ("VPPA"), hereinafter referred to as "Authorized Users" in the Lexington, VA area from the Contractor identified in block #9, page 1 of the Solicitation, hereinafter referred to as "the Contractor."

2. VENDORS MANUAL

This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any revisions thereto, which are hereby incorporated into this Contract in their entirety. A copy of the manual is normally available for review at the purchasing office and in addition, a copy can be obtained by calling the Division of Purchases and Supply (804) 786-3842, or by accessing the Department of General Services (DGS), Division of Purchases and Supply (DPS) Internet site (www.dgs.state.va.us/dps/).

3. APPLICABLE LAWS AND COURTS

This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

4. ANTI-DISCRIMINATION

By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every Contract over \$10,000 the provisions in a. and b. below apply:

a. During the performance of this Contract, the Contractor agrees as follows:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting these requirements.

b. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

5. ETHICS IN PUBLIC CONTRACTING

By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

6. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their bids, bidders certify that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

7. DEBARMENT STATUS

By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids on Contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

8. ANTITRUST

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.

9. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the Contract shall be effective unless reduced to writing and signed by the parties.

10. CLARIFICATION OF TERMS

If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

11. PAYMENT

a. To Prime Contractor:

1) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the state Contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

3) All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.

4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

5) **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia, § 2.2-4363).

b. To Subcontractors:

1) A Contractor awarded a Contract under this solicitation is hereby obligated:

(a) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or

(b) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

2) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

12. QUALIFICATIONS OF BIDDERS

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated therein.

13. TESTING AND INSPECTION

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure Services conform to the specifications.

14. ASSIGNMENT OF CONTRACT

A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

15. MODIFICATIONS

This contract maybe modified in accordance with §2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives noted below No modifications to this contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing. For purposes of the contract, the only authorized representative for the Commonwealth shall be the individual identified in block #14 of this solicitation or his duly designated alternate, and for the Contractor the person identified in block #9 of the solicitation.

Any contract issued on a firm fixed price basis may not be increased more than twenty five percent (25%) or \$50,000.00 whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or his authorized designee.

16. DEFAULT

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Commonwealth may have.

17. TAXES

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, and can be obtained online at <http://www.tax.state.va.us/>. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

18. INSURANCE

By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- a. Worker's Compensation - Statutory requirements and benefits.
- b. Employers Liability - \$100,000.
- c. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.

19. ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a Contract as a result of this solicitation, ASD will publicly post such notice on its website at <http://asd.state.va.us/> for a minimum of 10 days.

20. DRUG-FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor

maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

21. NONDISCRIMINATION OF CONTRACTORS

A bidder, offeror, or Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

22. BREACH

The Contractor shall be deemed in breach of this Agreement if the Contractor (a) fails to make any Service ready for acceptance testing by the specified delivery date; (b) repeatedly fails to respond to requests for maintenance or other required Service within the time limits set forth in this Agreement; (c) fails to comply with any other term of this Agreement and fails to cure such noncompliance within ten days (or such greater period as is acceptable to the Commonwealth) following Contractor's receipt of a Show Cause Notice identifying such noncompliance; or (d) fails to provide a written response to the Commonwealth's Show Cause Notice within ten days after receiving same.

The Contractor shall not be in breach of this Agreement if its default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

In the event of breach, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Services. All costs for deinstallation shall be borne by the Contractor. In no event shall any failure by the Commonwealth to exercise any remedy available to it be construed as a waiver of or consent to any breach.

23. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any commitment made by the Contractor within the scope of this Contract shall be binding upon Contractor. For the purposes of this Contract, a commitment by the Contractor includes:

- a. Prices and options committed to remain in force over a specified period(s) of time;
- b. Any written warranty or representation made by the Contractor in this solicitation as to hardware or software performance, or other physical design or functional characteristics of that which is offered.

24. INSTALLATION DATES

- a. The Contractor shall deliver/install the requested Services ready for use, by the installation date identified on each individual TSO, and subsequently agreed to.
- b. Any amendment by the State to this Contract or any part thereof, may require the establishment of a new mutually agreed to required delivery date. The State may delay the installation date by notifying the Contractor at least ten (10) days before the required installation date.
- c. If the Services is not delivered/installed within the time specified in the Schedule, the State reserves the right to cancel the award of this Contract and/or terminate this Contract for default without further obligation, and award the solicitation to the next responsive and responsible bidder. Contractors are cautioned that failure to deliver/install the proposed Services as stated in response to a solicitation document may result in removal from DIT's Vendor Registration File as per Section 7.20 of the Division of Purchases and Supply's Vendor's Manual dated December 1998.
- d. Neither the Contractor nor the State shall be responsible for delays resulting from acts beyond the control of each party. These include, but are not limited to, acts of God, riots, acts of war, fire, earthquakes, epidemics, or disasters.

25. PRIORITY OF SERVICES (DELIVERY)

The Commonwealth of Virginia requires that Contractor provide delivery equal to or better than that provided to its commercial and retail customers. Contractors who fail to comply with this provision are advised that such action shall be considered grounds for termination of this Contract. Contractors whose Contracts are terminated for such action may be placed on DIT's List of Debarred/Ineligible Bidders in accordance with Section 7.16 of the Division of Purchases and Supply's Vendors Manual dated January 1995.

26. SUBSTITUTE SERVICES

During the term of this Contract, the vendor is not authorized to substitute any Service identified in the Schedule without the written permission of the Director, Acquisition Services

Division, DIT. Violation of this condition shall be considered grounds for termination of the Contract.

27. PATENT/COPYRIGHT PROTECTION

Contractor, at its own expense, shall defend any suit brought against the Commonwealth for the infringement of patents, copyrights or trade secrets enforceable in the United States if the claim of infringement is alleged to relate to or arise from the Contractor's or Commonwealth's use of any equipment, software, materials or information prepared, developed or delivered in connection with performance of this Agreement. In such suit, Contractor shall indemnify the Commonwealth, its agents, officers and employees for any loss, liability or expense incurred as a result of such suit.

The purchasing agency shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Section 2.2-510 and Section 2.2-514 of the Code of Virginia or any successor statute. If principles of governmental or public law are involved, the Commonwealth may, at its option and expense, participate in the defense of the suit.

The Contractor shall not be required to indemnify the Commonwealth for liability arising solely out of the Commonwealth's own specifications or design or solely from the combination of equipment or software furnished hereunder with any equipment or software not supplied by the Contractor.

If, any Product or Service becomes, or in the Contractor's opinion, is likely to become, the subject of a claim of infringement, Contractor may, at its option, provide noninfringing substitutes that are satisfactory to the Commonwealth, or at Contractor's option and expense, may obtain the right for the Commonwealth to continue the use of such Product or Service.

If the use of such equipment or software by the Commonwealth is prevented by permanent injunction or by Contractor's failure to procure the right for the Commonwealth to continue using the software, the Contractor agrees to take back the infringing equipment, software, materials or information and refund the total amount the Commonwealth has paid Contractor under this Agreement, less one half (1/2%) percent of the total paid for each month of use by the Commonwealth. This obligation is in addition to the obligations cited in the first four subparagraphs above.

28. NON-APPROPRIATION

All funds for payment of Services ordered under this Contract are subject to the availability of legislative appropriation for this purpose. In the event of non-appropriation of funds by the Legislature for the items under this Contract, the Commonwealth will terminate this Contract for those Services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, the Commonwealth may terminate this Contract for Services dependent on such federal funds without further obligation.

29. HEADINGS NOT CONTROLLING

Headings used in this Contract are for reference purposes only and shall not be considered to be a substantive part of this Contract.

30. ENTIRE AGREEMENT

This Contract, the solicitation, bid response, solicitation instructions and all Services specifically listed in the Schedule, and the notes in the Schedule constitute the entire agreement between the parties with respect to the subject matter of this Contract. All prior agreements, representations, statements, negotiations and undertakings are hereby superseded with respect to Services acquired by the State under the terms and conditions of this Contract.

No other written documents regardless of form or content shall be executed by any agency or institution for Services acquired under this Contract unless signed by the Contracts Manager, DIT, or his alternate as designated by the Director, DIT.

31. PRICE PROTECTION/ADJUSTMENTS

The State will not pay any additional costs above those costs provided for in the Schedule identified herein. In no event may the amount of any Contract, without adequate consideration, be increased for any purpose.

Any price decrease effectuated during the Contract period by reason of market change shall be passed on to the Commonwealth of Virginia. This decrease will be effective on the date the price decrease is announced to the general public.

32. TERM

The term of this Contract shall be for a period of two (2) years from the date of execution of this Contract by the Contracts Manager, DIT. The Commonwealth at its sole option may extend the term of this Contract for three additional one-year periods. The Contractor shall be given thirty (30) days advance written notice of the Commonwealth's intention to extend the term for such additional periods. This is a firm-fixed price, requirements-type Contract.

33. INVENTIONS AND COPYRIGHTS

The Contractor is prohibited from copyrighting any papers, reports, forms or other materials, and from obtaining any patent on any invention or other discovery resulting solely from its performance under the terms and conditions of this Contract.

34. CONTRACTUAL RECORDS

All Contractual books, records and other documents related to matters under this Contract shall be made available by Contractor to the State and its designated agents for a period of five (5) years after final payment for purposes of audit and examination.

Contractual records are hereby further defined as this Contract and all orders, invoices or correspondence directly relating to this agreement.

35. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law and the Virginia Public Procurement Act, the Contractor's liability per occurrence/incident under this Contract for loss or damages to government property caused by use of any defective or deficient Services delivered under this Contract shall not exceed the greater of \$30,000.00 or two (2) times the amount of money paid to the Contractor under this Contract during the twelve month period preceding the event or circumstance giving rise to such liability. The Contractor will not be liable under this Contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the Services delivered under this Contract. The above limitation of liability is per incident. The limitation and exclusion of damages in the foregoing sentences will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the Contractor; or (c) circumstances where the Contract expressly provides a right to damages, indemnification or reimbursement.

36. ORDERING OFFICERS

DIT's authorized Ordering Officer's authority shall cover the issuance of written Telecommunications Service Order(s) (TSOs) for Services provided under this Agreement. The Ordering Officer's authority is limited to issuing written TSOs to deliver, activate or deactivate the specific Services available under this Agreement. Under no circumstances shall any Ordering Officer have the authority to modify this Agreement.

DIT appoints the Ordering Officers named below. The Contractor is hereby notified that the Commonwealth will only make payment only against valid TSOs executed by an authorized Ordering Officer and confirmed by the Contractor. The Contractor shall be advised in writing by the Contracts Manager, DIT or his appointed designee of any change in the identity of Ordering Officers.

Ordering Officers are Mr. Phil Johnson, Mr. Don Spangler, and Ms. Margaret Moran.

37. TELECOMMUNICATIONS SERVICE ORDER (TSO)

During the term of this Agreement, the Commonwealth may deliver written Telecommunications Services Orders (TSOs) to the Contractor. To be valid, the TSO must be signed by an Ordering Officer authorized to bind the Commonwealth contractually for telecommunications Services acquired under this Agreement. The TSO must identify the

Service(s) to be acquired, the price for each Service, and the required Commencement Date for each Service. The Contractor shall provide a dedicated FAX number to receive all TSOs, and telephone numbers of both primary and backup ordering contracts.

Upon receipt of a TSO via either regular mail, facsimile or electronically, the Contractor shall provide acknowledgement of receipt of the TSO within 24 hours. The Contractor shall provide a written confirmation of each Order to DIT no less than 72 hours prior to DIT's requested due date. This written confirmation shall include but not limited to the following:

1. A verification of service to be provided, including phone or circuit numbers, and verification that the TSO is technically correct, and
2. The date the Services will begin, and
3. The Contractor's service order number, and
4. Name and telephone number for the Contractor contract fro the TSO, and
5. A verification of the charge for each item (Service) to be provided

TSOs involving up to five (5) T-1s and or ISDN/PRI shall be completed within 30 calendar days after receipt of the order from DIT. Installation dates shall be mutually agreed to for all TSOs identifying more than five (5) T-1s.

A copy of DIT's standard TSO is attached to this solicitation as "Attachment A".

38. ADDITIONAL SERVICES

The Commonwealth may order additional Services during the Term or any extensions thereof, from this Contract for Services identified in the Schedule and at the unit prices expressly stated herein. All Orders shall be composed and processed as per paragraph #37 entitled "Telecommunications Service Order (TSO)".

39. ACCEPTANCE, TESTING AND COMPLIANCE WITH SPECIFICATIONS

All Services (each installation) are subject to inspection and testing by the State to ensure Services delivered are in accordance with all requirements delineated herein and in the attached Schedule, and any which do not meet or exceed the specifications or other requirements of the Contract may be rejected. The State shall be given seventy-two (72) hours from the completion of installation by the Contractor to test, evaluate and accept the Services delivered or furnished under this Contract (provided that the using agency, in its sole discretion, may accept the same prior to expiration of the seventy-two (72) hour period). If the Contractors Services fail to meet the Contract specifications or other requirements, or those required by the Contractor's own technical documentation, then the same may be rejected and returned to the Contractor. Such rejection will terminate the individual TSO issued under this Contract, and at the sole option of the State, the Contract. Such termination shall exempt the State from all costs incurred by the Contractor.

Acceptance shall be effective for the purpose of making payment for Services delivered, however, acceptance by the State following testing and evaluation during the seventy-two (72)

hour period shall not be conclusive that the Services conform in all respects to the Contract specifications and other requirements. In the event that nonconformance therewith is discovered by the State after acceptance, whether due to a latent defect or otherwise, the Contractor shall take whatever action is necessary to conform the Services to the Contract specifications and other requirements, including but not limited to modification or replacement of the same. The Contractor's failure to do so shall constitute breach of Contract for which the State may exercise the remedies provided in the section herein entitled "Termination and Cancellation," in addition to and not in lieu of any other remedies available under Virginia law.

40. SERVICES WARRANTY

Contractor shall deliver and maintain the Services as defined below:

- a. The Service shall be warranted to operate free from failure and shall be available for use by the Commonwealth twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays. The cost of this Warranty is included in the monthly recurring price, for each Service contained herein and continues throughout the life of the Service.
- b. The Contractor shall respond to reports of interruptions of the local exchange service within one (1) hour after receipt of notification from the Commonwealth. The Contractor's response may be On-site or from a remote location based on the Contractor's determination of the source of the failure. If an On-site response is required, the Contractor's repair personnel shall be On-site and working to restore service within four (4) hours after receipt of the initial report of the failure. The Contractor shall restore service to normal operation within eight (8) hours after the initial report of the failure.
- c. Contractor shall furnish this On-site warranty service twenty-four (24) hours per day, seven (7) days per week for the duration of this Agreement at no cost to the State. The warranty covers all travel, labor, and parts.

41. TROUBLE REPORTING

Contractor shall provide a single point of contact for the reporting of Service problems encountered by the Commonwealth while using the Services. The point of contact shall be staffed and available twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays.

42. DOWNTIME CREDITS

The Commonwealth shall be rebated, or credited, a prorated hourly portion of the applicable monthly service charges for each occurrence during which the Commonwealth is denied use of the Service due to service failures and disruptions for eight (8) hours or more during any single twenty-four (24) hour period. The rebate shall apply to the initial eight (8) hours and all

additional hours, or portions thereof, during which the Commonwealth is denied access to the Service.

43. INVOICES

All invoices shall be rendered promptly after all Services covered by the invoice have been accepted. All payments under this Agreement shall be monthly in arrears. No invoice may include any costs other than those identified in the Schedule or the individual TSO referencing this Contract. Invoices shall provide at a minimum:

1. Type and description of the Service;
2. Charge for each item;
3. This Contract Number/TSO Number, and;
4. Contractor's Federal Identification Number (FIN);

44. CREDITS

Any credits due the State under the terms of this Contract may be applied against Contractor's invoices with appropriate information attached.

45. TERMINATION AND CANCELLATION

The Commonwealth shall have the unilateral right to terminate this Contract for Default, in the event that any one or more of the following events of default occur or continue during the term of this agreement, (a) the vendor shall fail to deliver the Services required by this Contract or (b) the vendor shall repeatedly fail to respond to requests for maintenance or other Services within the time limits set forth in the Contract or (c) the vendor shall breach any of the other terms set forth within this agreement or (d) the vendor shall fail to cure any breach after receiving a "Show Cause Notice" identifying the failure, and providing the vendor ten (10) days to cure the failure/nonperformance. If the vendor fails to answer the cure notice, or does not correct the deficiencies noted, the State may immediately terminate the agreement for Default.

In such event, the Commonwealth will only be liable for cost incurred to the date of termination. All costs of de-installation and return of the equipment will be the vendor's expense.

The Commonwealth's failure to exercise its right to terminate for default under this provision shall not be construed as a waiver of its right to terminate, rescind or revoke this Contract in the event of any subsequent breach of any provisions of this agreement.

46. TERMINATION FOR CONVENIENCE

This Agreement may be terminated upon thirty (30) days written notice by the Commonwealth of Virginia. There are no additional financial obligations to the Commonwealth upon termination for convenience. The Commonwealth shall be responsible for any costs solely associated with circuit or service de-installation.

47. TERMINATION OF INDIVIDUAL TSO

Any individual TSO under this Agreement may be terminated, in whole or in part, by the Commonwealth for its convenience, at any time by 30 days advance written notice to the Contractor. There are no other costs or obligations for termination for convenience, i.e., circuit or service life. The Commonwealth shall be responsible for any costs solely associated with circuit or service de-installation.

48. FAILURE TO DELIVER

In the event the Contractor fails for any reason to deliver in a timely manner or according to Contract terms the items set forth in the Schedule, the Commonwealth, at its own discretion, may give Contractor oral or written notice of such breach. Once notice by State is sent or given, State may immediately procure the items from another source. Once State has effected a purchase from an alternate source (in accordance with the Virginia Public Procurement Act) the parties agree that the State may charge-back Contractor, in which case Contractor agrees to reimburse State for any difference in cost between the original Contract price and the State's cost to cover from the alternate source. In no event shall State be held to pay Contractor any costs incurred by Contractor, including but not limited to ordering, marketing, manufacturing, or delivering the item(s) which are subject of the State's notice of breach. This remedy is in addition to and not in lieu of any other remedy the Commonwealth may have under this agreement and the laws of the Commonwealth of Virginia.

49. CONTRACTUAL DISPUTES

In accordance with Section 2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the purchasing agency no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action

under Section 2.2-4364, Code of Virginia or the administrative procedure authorized by Section 2.2-4365, Code of Virginia.

The Department of Information Technology, its officers, agents and employees, including, without limitation, the Contracts Manager, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent for the Commonwealth agency purchasing and receiving the goods or services identified in Attachment "A" to this Agreement or on the subsequent Order in question and need not be joined as a party to any dispute that may arise thereunder.

In the event of any breach by the Commonwealth, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support services hereunder.

50. COMPLIANCE WITH FEDERAL LOBBYING ACT

a. Contractor shall not, in connection with this Agreement, engage in any activity prohibited by 31 U.S.C.A. Section 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Agreement, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

b. Contractor is hereby advised that a significant percentage of the funds used to pay Contractor's invoices under this Agreement may be federal funds. Under no circumstances shall any provision of this Agreement be construed as requiring or requesting the Contractor to influence or attempt to influence any person identified in 31 U.S.C.A. Section 1352 (a) (1) in any matter.

c. A representative of Contractor shall sign the certification attached as Attachment "B" and deliver such certification to the Commonwealth simultaneously with the execution and delivery of this Agreement. Contractor shall have the certification signed by a representative with knowledge of the facts and shall fulfill the promises of undertakings set forth in the certification.

51. UNIVERSAL SERVICE FUND

The Contractor agrees to make available to all requesting USF participants, all products and Services as listed and priced herein. The Contractor agrees to provide the Products and Services directly to the USF participant, and to bill each USF participant directly. The Contractor agrees and understands that the responsibility for collection of all charges incurred, and the responsibility for resolving all Product and Service problems as well as administration of said Contract for USF participation shall be the sole responsibility of the Contractor.

The Contractor warrants that it is qualified under applicable Federal Communications Commission and Virginia State Corporation Commission rules to apply for and receive Universal Service Fund allocations/disbursements for services provided pursuant to this Contract to agencies and entities and users which are eligible for those allocations/disbursements on behalf, and for the benefit, of those agencies and institutions. The Contractor also agrees to maintain those qualifications, and to assist agencies and entities in applying for and receiving these allocations/disbursements.

DEPARTMENT OF INFORMATION TECHNOLOGY
110 SOUTH 7TH STREET, RICHMOND, VA 23219
TELECOMMUNICATIONS SERVICE ORDER

ACTIVITY CODE: _____ AGENCY LOG NO: _____
 AGENCY : _____
 COORDINATOR : _____
 ADDRESS : _____
 CITY : _____
 STATE: _____ ZIP: _____
 TELEPHONE : _____

* **ATTENTION:**

* REMARKS FROM VENDOR:

C-18 of C-19

ATTACHMENT "B"
TO
INVITATION FOR BIDS (IFB) #02-053

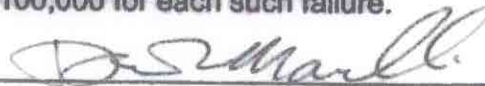
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____



Printed Name: _____

David R. Maccarelli

Organization: _____

nTelos Network Inc

Date: _____

April 10, 2003



COMMONWEALTH of VIRGINIA
Department of Information Technology
Acquisition Services Division
110 S. 7th Street
Richmond, Va. 23219

Cheryl Clark
Director
Email: cclark@dit.state.va.us

TDD VOICE-- TEL NO
804/371-8076

May 12, 2003

Mr. David R. Maccarelli
nTelos Network Inc.
401 Spring Lane
Waynesboro VA 22980

RE: IFB# 2002-053: VA-030512-NTEL (Contract)

Dear Mr. Maccarelli:

Please accept this letter as your official notice of award for the above referenced procurement. A copy of the fully executed contract is enclosed with this notice. Please reference the contract number shown above in all future correspondence/invoices concerning this Agreement.

Correspondence concerning acceptance of the products and services should be addressed to the attention of the individual identified, as shown in block #7, Page 1, of DIT Form 62 / the contract. The DIT point of contact for this procurement is Ms. LaVerne Branch and the DIT point of contact for the resulting contract is Staff.

Sincerely,

A handwritten signature in dark ink, appearing to be "JD" or similar, written over a horizontal line.

Jeff Davis
Contracts Manager

Enclosure
cc: File